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AGREEMENT  
BETWEEN  
NORTH BERGEN COUNCIL OF  
ADMINISTRATORS AND SUPERVISORS  
AND  
NORTH BERGEN BOARD OF EDUCATION

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July 1, 2009 through June 30, 2012

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## **POLICY OF NON-DISCRIMINATION**

The North Bergen Board of Education agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality or participation or association with the activities of any employee organization.

The Council of Administrators and Supervisors agrees to continue to admit in accordance with its constitution all members of the Council and those eligible to be members of the Council without discrimination on the basis of race, creed, color, national origin, , ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality and not to discriminate against and to represent equally and without favor or prejudice all members of the Council and those eligible to be members of the Council without regard to membership or participation in any employee organization.

**PREAMBLE**

THIS AGREEMENT entered into as of this First day of July 2006 by and between the Board of Education of the Township of North Bergen, New Jersey hereinafter referred to as the "Board", and the North Bergen Council of Administrators and Supervisors, hereinafter called the "Council", represents the complete and final understanding on all bargainable issues, which were the subject of collective negotiations unless otherwise agreed to by the parties.

WITNESSETH that, the Board has recognized the Council as the exclusive collective bargaining representative for all employees eligible for regular membership in any of the unit memberships covered by this Agreement:

NOW, THEREFORE, it is agreed as follows:

## ARTICLE 1

### RECOGNITION

The Board recognizes the Council as the exclusive bargaining representative of all the employees of the Board who are eligible for regular membership in the Council in each of the following designations:

1. Principals
2. Vice-Principals
3. Directors
4. Supervisors (12 months)
5. Department Chairpersons/Supervisors
6. School Psychologists

## ARTICLE 2

### DEFINITIONS

- A. Board of Education: The term "Board" shall mean the Board of Education of the Township of North Bergen.
- B. Council of Administrators and Supervisors: The term "Council" shall mean the Council of Administrators and Supervisors of North Bergen Public Schools.
- C. Superintendent of Schools: The term "Superintendent" shall mean the Superintendent of Schools of the North Bergen Board of Education.
- D. Council Members: The Term "Council member" shall mean those employees of the North Bergen Board of Education as stated and agreed upon in Article 1.
- E. Use of masculine pronouns herein shall be deemed to refer also to the feminine pronoun.

### ARTICLE 3

#### COUNCIL RIGHTS

- A. Representatives of the Council of Administrators and Supervisors shall be permitted to transact official Council business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, and provided further that the Administration has been duly notified and that the approval of the Superintendent has been secured.
- B. The Council and its representatives shall be permitted to use school buildings at reasonable hours for its meetings. The meetings may be held during the time that school is in session. The Superintendent shall be given twenty-four (24) hours advance notice of the time and place of any such meetings. His approval shall be secured in advance of the meeting.
- C. Negotiations shall be scheduled after school hours. If negotiations are mutually scheduled by the parties during working hours, the Board will release, with pay, Council members (not to exceed three in number) of the negotiating team to conduct such negotiations. It is understood that all collective bargaining shall be conducted at Board offices unless otherwise mutually agreed to by the parties.
- D. The Council may, with the approval of the Superintendent, be permitted to use school buildings, facilities and equipment, calculating machines and all types of audio-visual equipment at reasonable times. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and shall be liable for damage to the



equipment.

- E. The Board agrees to make available to the Council, upon written request, one copy of the officially adopted minutes of all Board of Education meetings.

## ARTICLE 4

### COUNCIL MEMBER RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely, and without penalty or reprisal, to form, join, and assist any employee organization or refrain from such activity. The Board shall not directly or indirectly discourage, deprive or coerce any member of the Council in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. and other laws of New Jersey, or Federal Law.
- B. No Council member shall be disciplined or reprimanded without just cause.
- C. When a Council member is required to appear before the Board, or a Board Committee, or the Superintendent or Assistant Superintendent concerning any matter that could adversely affect the Council member in his/her office, position or employment, or his/her salary or any increments pertaining thereto, the member shall be given written notice of the reasons for the meeting or interview. The member is entitled to have a person of his own choosing to advise and represent him/her during such meeting or interview.

## ARTICLE 5

### PERSONNEL FILE AND EVALUATION

- A. A Council member shall have the right, upon the submission of two (2) school days written notice to the Superintendent, to review the content of his/her personnel file and to make photocopies of file materials.
- B. Failure of the Council member to respond in writing within (5) days of his review shall result in waiving his right to submit a response.
- C. No material derogatory to a Council member's conduct, service, character, or personality shall be placed in the file unless the employee has the opportunity to read the material. The employee shall acknowledge, by affixing his/her signature on the actual copy to be filed, that he/she has read the material. It is understood that such signature merely acknowledges that he/she has read the material to be filed but does not necessarily agree with its contents.
- D. Materials shall be removed from the files when a Council member's claim that the information is inaccurate or unfair is sustained at any step of the grievance process.
- E. Observation and evaluation of Council members shall be conducted pursuant to applicable statute and regulations.
- F. The Superintendent or his/her designee shall conduct all evaluations of Council members. In the event a designee conducts an evaluation and the Council member is not satisfied with the evaluation, the Council member may within five (5) school days, request a conference in writing with the Superintendent. At that conference, the

Superintendent shall reevaluate the Council member. Both the evaluation conducted by the designee and the Superintendent will be included in the Council Member's file along with a letter from the Council Member appealing the designee's evaluation.

- G. An evaluation conference shall be held with each statutory non-tenured Council member at least three times each year by the Superintendent, or his designee.
- H. An evaluation conference shall be held with tenured Council members at least once each year by the Superintendent, or his designee. Such evaluation conferences shall be preceded by a written pre-evaluation statement by Council members.
- I. At the evaluation conference, the Council member shall be prepared to discuss with the Superintendent or his/her designee, the Council member's strengths and weaknesses, and means by which strengths can be continued and weaknesses improved. No formal evaluation shall be made by the Superintendent or his designee, after the termination of employment of a Council member. No derogatory material shall be placed in a Council member's file after the Council member leaves employment, with the exception that any continuing grievance or material initiated prior to termination and completed after termination shall go into the personnel file with notification to the Council member.
- J. All monitoring or observation of the work performance of a Council member shall be conducted openly and with full knowledge of the Council member.

## ARTICLE 6

### ASSIGNMENTS OF PERSONNEL

#### A. PROFESSIONAL DUTIES

Principals shall have the right to assign professional duties to teachers at specified times, except for regular lunch and preparation periods, provided same does not conflict with the Board's assignment prerogatives.

#### B. ASSIGNMENTS

A Principal shall have the right to change assignments in periods for teachers to the extent such assignments do not impinge upon the Board's management prerogatives.

#### C. SUPERVISORS

District Supervisors shall be available to substitute for Principals on an occasional basis, as determined by the Superintendent.

#### D. DEPARTMENT CHAIRPERSONS

The Board retains the right in its sole discretion to assign Department Chairpersons up to a maximum of four (4) classes in their area of certification.

## ARTICLE 7

### **BOARD RIGHTS AND RESPONSIBILITIES**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey and of the United States prior to the signing of this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under N.J.S.A. 18:A, School Laws of New Jersey, or any other Federal or State laws or regulations as they pertain to education.

**ARTICLE 8**

**WORK DAY**

- A. The workday for Elementary Council members shall be 8:30 A.M. to 3:30 P.M. within the regularly scheduled school day. Commencing on Summary Day the schedule shall be 9:00 A.M. to 1:00 P.M. which shall extend until the last workday of June. The workday on one-hour Faculty Meeting days shall be 8:30 A.M. to 4:00 P.M.
- B. When schools are on one session, Council members may leave fifteen minutes after the hour of closing established by the Superintendent.
- C. All Council members shall have a one hour lunch period during the regularly scheduled school day.
- D. High school hours – 7:30 A.M. - 3:17 P.M. except beginning on Summary Day when the schedule shall be 9:00 A.M. - 1:00 P.M. The Superintendent or his/her designee shall have the flexibility to adjust the contractual hours to allow for the operation of the two-shift school schedule. Council members may leave fifteen minutes after the student dismissal for their shift, as approved by the Superintendent of Schools or his/her designee. The work day on one-hour Faculty Meeting days shall be consistent with the scheduled Faculty Meeting.

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## ARTICLE 9

### WORK YEAR

1. All Council members shall report to work and shall be paid full contractual salaries for the number of days school is open as required by state law up to and including June 30 of each year with the following additional days:
  - A. Teacher orientation days.
  - B. Five (5) additional days for administrative work, that is the first five (5) working days in July.
  - C. All Council members, other than described in subparagraph D, shall report to their assigned buildings for eight (8) days prior to the opening of schools in September. Such eight (8) days shall include the teacher orientation days. The workday on such days as described in this paragraph shall be from 9:00 A.M. until 1:00 P.M, excluding Orientation Day.
  - D. Department Chairpersons shall report to their assignments on September 1, or the first working day following September 1, of each year.



## ARTICLE 10

### PROFESSIONAL CONFERENCES

- A. Council members shall be granted a maximum of five (5) days per year with pay and expenses for attendance at professional meetings or conferences approved by the Superintendent.
- B. The amount to be expended for such expenses is limited to a total of \$2,000.00 for all unit members.
- C. There will be no limitation on the number of one (1) day conferences that Council Members may attend, provided the Superintendent approves such attendance.
- D. The Superintendent may recommend conferences to Council members that he/she feels are a valuable source of information for the administrative staff.
- E. A summary of all such conferences and meetings attended shall be submitted in writing to the Superintendent within two (2) days after the Council member returns from said conference or meeting. Payment of the above stipend shall be contingent upon submission of a satisfactory summary. This provision shall apply only when a Council member seeks reimbursement from the Board. The Council member shall provide documentation for expenses when submitting his or her claim.

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## ARTICLE 11

### PROMOTIONAL VACANCIES

Notification of promotional vacancies shall be given to all teaching staff members by the posting of a notice of vacancy. Applicants shall be given ten (10) school days to file for the vacancy. The Superintendent or his/her designee shall interview candidates who are certified and qualified and shall make a recommendation to the Board. The Board shall notify all applicants of its decision by the posting of a notice. Job descriptions shall be included in the posting.

## ARTICLE 12

### ABSENCE AND SICK LEAVE

A. A Council member absent from school because of personal illness shall suffer no deduction in pay for each of the first ten (10) days of absence in any school year. Such sick leave, if unused, shall be cumulative. In the event of an extended illness, a Council member may petition the Board for unlimited sick leave days and may submit such evidence, as he/she deems necessary in support thereof.

B. Each year the Board shall provide every Council member with an accounting of accumulated sick leave by September 1.

C. No deduction shall be made in a Council member's salary for the following:

1. Death in the immediate family provided such absence does not exceed five (5) school days (from the day of death or day of funeral). Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild or any dependent relative who makes his or her home with the Council member.
2. Funeral of a relative other than defined above or a friend provided such absence does not exceed one day. Attendance at a wake can substitute for a funeral.
3. Quarantine.
4. Summons to Court by Subpoena.
5. Attendance at educational conventions or conferences when approved by the Superintendent.
6. Visits to other schools when approved by the Superintendent.
7. Absence because of unusual extenuating circumstances other than that provided for herein shall be left to the discretion of the Superintendent.

D. Council members who are absent due to illness from contagious diseases, namely measles, mumps, chicken pox, contracted while serving in the schools, will, upon

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presentation of a doctor's certificate, suffer no loss of pay or sick days.

E. In the event of an extended illness beyond the unit member's accumulated sick days, the employee may be granted extended sick leave at the discretion of the Board. A unit member's request for extended sick leave shall not be arbitrarily, capriciously, or unreasonably denied, and shall be considered after:

1. submission of a written request for extended sick leave to the Superintendent
2. submission of medical verification of illness.

F. Extended sick leave schedule after expiration of all accumulated days upon Board approval shall be as follows:

1. First 20 days – loss of 20% of the Council member's daily\* salary;
2. Next 20 days – loss of 40% of the Council member's daily salary;
3. Next 50 days – loss of 50% of the Council member's daily salary;
4. Any further payment of salary is at the discretion of the Board.

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\* Daily salary shall be defined as 1/200.

**ARTICLE 13**

**PERSONAL DAYS**

- A. Each Council member shall be allowed five (5) absences per school year for personal reasons. No deductions will be made in the Council member's salary for these five (5) absences.
- B. Unused personal days shall be added to the Council member's accumulated sick leave.
- C. Personal days may not be taken on the day preceding or following a school holiday except upon approval of the Superintendent. Request(s) for use of personal days for religious holy days in conflict with this provision must be placed in writing to the Superintendent for notification purposes at least three (3) days prior to the religious holy day.

## ARTICLE 14

### SABBATICAL LEAVE

- A. A leave of absence at full pay for one (1) year for the purpose of study in an accredited college or university and/or for the purpose of study in a full-time matriculated or certified program to fulfill residence requirements, residency to be defined by the college, shall be given to one (1) member of the Council annually, after ten (10) consecutive years of service in the North Bergen Public Schools. The Board may, at its discretion, grant additional leaves of absence for the purpose described in paragraph A of this section.
- B. A leave of absence at one-half (1/2) pay for one (1) year for the purpose of rest, recuperation, or travel shall be granted to one member of the bargaining Council annually after fourteen (14) consecutive years of service in the North Bergen Public Schools, provided such member shall not have received a leave under paragraph A of this section.
- C. All applications for leave must be submitted to the Board for approval prior to April 1 of the year preceding the leave. This limitation may be waived and additional leaves may be granted at the discretion of the Board.
- D. The first criterion shall be that the applicant or applicants having the greatest number of years of consecutive service in the North Bergen Public School system shall be given preference.

- E. All pension, salary and experience rights shall be retained while on leave.
- F. Council members shall agree to return to employment for a period of not less than one (1) year after the sabbatical leave. Failure to so return to employment shall result in the reimbursement to the Board of all monies received during the sabbatical period by the Council member.
- G. Only one (1) sabbatical leave may be granted to each employee during his/her district employment.
- H. Additional leave with pay may be granted for study mutually agreed upon by Council members and the Board. However, any decision by the Board which is grieved in accordance with the Grievance Procedure set forth in this contract shall conclude at the Board level and shall not be taken to binding arbitration.

## ARTICLE 15

### LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay shall be granted upon application to Council members for the following purposes:

- A. One (1) year for study related to Council member's field of certification or study leading to an earned degree.
- B. Study to meet eligibility requirements for a certificate other than that held by the Council member.
- C. Child Rearing Leave - Child rearing leave shall be granted for a period of up to one (1) year and shall include Council members adopting a child or children. Child rearing leave shall commence on July 1 and terminate the following June 30. All requests for child rearing leave shall be made at least six (6) weeks prior to the commencement of the date for which leave is requested. In the event of an adoption or other emergency in which the staff member does not have sufficient notice to meet the six (6) week requirement, the Council member shall provide such notice as is possible under the circumstances, but the requested commencement date need not be granted. If the need for child rearing leave is negated prior to commencement, the Council member will notify the Superintendent as soon as possible and the leave shall be canceled. If the child rearing leave has begun, and the leave for same is negated, the Superintendent shall be notified as soon as possible and the Council member shall report to work as soon as possible. All child-rearing leaves shall be without pay.



- D. Entrance into the Armed Forces.
- E. Acceptance of an education assignment in a foreign country for one (1) year, with such leave renewable for an additional year, only if such position is sponsored or approved by the Government of the United States.
- F. Acceptance of an educational position in a college or university for one (1) year with such leave renewable for an additional year.
- G. Other purposes as approved by the Board.
- H. All Council members on leave without pay for one (1) year or more will return to the system on the next step of the appropriate salary guide.
- I. All pension, salary and experience rights are retained without regard to such leave.
- J. The Board shall attempt to place a returning Council member to the position and school to which he/she was assigned prior to the start of the leave. The parties recognize, however, that assignments are a matter of managerial prerogative and any grievance arising out of such decision shall terminate at the Board level of the Grievance Procedure and shall not proceed to binding arbitration.

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**ARTICLE 16**

**LEAVES OF ABSENCE WITH PAY**

A short-term leave of absence shall be granted solely in the following instances:

If summer college courses commence prior to the end of the school year, enrolled Council members shall be given a leave of absence not to exceed five (5) school days with full pay for that period. Any request in excess of five (5) days shall require the approval of the Superintendent.

## ARTICLE 17

### EXTRA-CURRICULA

- A. Council members shall have the right to apply for any extra-curricula positions in the North Bergen Public School System.
- B. The Board shall notify the Council of any extra-curricula positions by April 1st.
- C. All Council members shall have ten (10) days to file an application for extra-curricula positions.
- D. Elementary administrators will supervise the following school sponsored activities in their respective buildings:
  - 1. Student dances;
  - 2. Concerts;
  - 3. Student Council or Club Sponsored Events;
  - 4. Any and all other school sponsored activities.
- E. Whenever the High School is utilized for elementary school functions, an elementary administrator from the elementary schools involved will be present to help supervise the event. Primary responsibility for the event will rest with the organization sponsoring the function.
- F. Subparagraphs D and E do not apply to athletic events with the exception of the cheerleading competition.
- G. A calendar of events consistent with student needs and curriculum will be supervised by administrative and supervisory personnel of the High School staff. Assignment of Council members shall be made by the Building Principal on a rotating basis in accordance with the seniority of the Council members involved.

## ARTICLE 18

### TERMINAL LEAVE COMPENSATION

A. Council members, upon retirement or when leaving after thirteen (13) continuous years of service in the system, or their estate upon death, shall receive terminal leave pay as follows:

1. One half (1/2) day's pay for each accumulated sick day. A day's pay is defined as 1/30th of 1/10th or 1/300th of the member's final salary.
2. Such payment, up to the sum of \$10,000.00 shall be made no later than August 15 of said year. If terminal leave compensation exceeds \$10,000.00 the Council member shall submit in writing the option of choosing from the following payment schedules:
  - (a) The total remaining sum shall be paid by July 15 of the year following the Council member's leaving, or
  - (b) The total remaining sum shall be made in equal annual payments over a period of time between two (2) and four (4) years following the Council member's leaving, to be determined by the Council member. Such payments will be made by July 15 of each year.

B. The estate of a Council member who dies during the duration of this agreement shall receive terminal leave pay for sick days accumulated, computed on the same basis as outlined in Paragraph (A) of this section. For the last year's employment, the number of accumulated days shall be pro rated by the number of months in the contractual year added to the accumulated days of the prior year's calendar. The number of days shall be defined by the number of salaried days worked, divided by the number of contractual days. A decimal shall be rounded up to the next whole number.

## ARTICLE 19

### SALARY AND FRINGE BENEFITS

A. Council members shall receive checks on the 15th and last school day of each month. In cases where a school holiday falls on the 15th or last day of the month, the Council members shall receive checks on the last school day proceeding said holiday. Council members exhausting their total accumulated days shall be removed from direct deposit.

B. The Board shall continue to pay Blue Cross, Blue Shield, Rider J, Major Medical benefits, New Jersey Workers' Compensation, Dental Plan, and Prescription Plan. Prescription co-pay amount is to be \$5/\$2 brand name/generic for a one month (30 day) supply and \$5/\$1 brand name/generic for a mail order ninety (90) day supply for all members of the Council on the individual or family plan, at the option of the Council member. The Board shall continue to pay the full premium for dental benefits upon the employee's retirement until his/her death based upon the Council's then current contracted plan. The elective chosen at the time of retirement shall remain in full force and effect.

C. The voluntary program of tax sheltered annuities shall be continued by the Board.

D. Council members are twelve (12) month employees and shall be paid on the 15th and last day of each month or on the last workday nearest thereto.

E. Council members hired on or after July 1, 2009 shall enjoy the following ratios: High School Principal 1.30%; High School Vice Principal 1.23%; Elementary Principals 1.23%; Elementary Vice Principals 1.15%; Directors 1.23%; Supervisors (12 months) 1.10%; Department Chairpersons/Supervisors in three categories depending on number of employees in department:

1.06% (1-10); 1.07% (11-20); 1.08% (21+); and School Psychologists 1.12%.

F. A 4.00 percent increase of the 2008-2009 salary pool will be implemented on July 1, 2009. A 4.00 percent increase of the 2009 – 2010 salary pool will be implemented on July 1, 2010. A 4.00 percent increase of the 2010-2011 salary pool will be implemented on July 1, 2011. Each Council member will receive the base salary rate percentage from the salary pool as agreed to by the Council and the Board.

G. Teacher Longevity, Degree and Field only apply during a transition from Teacher to Administrator. Years In District Longevity and Degree apply to subsequent years of the contract.

H. During a transition from teacher to administrator an adjustment will be made, if necessary, to ensure that the Council member's salary is higher than it would have been had he/she continued as a teacher, based on the North Bergen Teachers Salary Guide.

#### I. Longevity and Degree Level Guide

##### 1. Commencement

Longevity commences on the first day after five (5) full salaried years of employment as an Administrator with the district beginning on July 1 of any year.

##### 2. Levels of Longevity

There are four (4) levels of longevity, compensated as follows:

##### LEVEL ONE

- Following completion of five (5) full salaried years as an administrator

\$1,200 year one  
\$2,000 year two  
\$2,000 year three

## LEVEL TWO

- Following completion of ten (10) full salaried years as an administrator
  - \$1,200 year one
  - \$2,000 year two
  - \$2,000 year three

## LEVEL THREE

- Following completion of fifteen (15) full salaried years as an administrator
  - \$1,500 year one
  - \$2,000 year two
  - \$2,000 year three

## LEVEL FOUR

- Following completion of twenty (20) full salaried years as a district employee
  - \$1,500 year one
  - \$2,000 year two
  - \$2,000 year three

### 3. Method of Calculation: Examples

- a. An Administrator appointed on March 1, 2004 is eligible for Longevity Level One for the school year beginning July 1, 2009.
- b. An Administrator appointed on March 1, 1999 is eligible for Longevity Level Two on July 1, 2009.
- c. An Administrator appointed on March 1, 1994 is eligible for Longevity Level Three on July 1, 2009.
- c. An Administrator who began full salaried employment in a capacity in the district in March, 1989 is eligible for Longevity Level Four on July 1, 2009.

#### 4. Cumulative Calculation of Longevity

Calculation of longevity is cumulative, thus, an administrator with twenty (20) or more full years of salaried employment with the Board of Education and at least fifteen (15) full salaried years as an administrator will receive the maximum annual longevity payment.



	<b><u>DEGREE LEVEL*</u></b>		
	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
MA + 15	3,900	4,200	4,500
MA + 30	5,900	6,200	6,500
MA + 45	8,500	9,000	9,500
MA + 60	10,750	11,250	11,750
Ph.D/Ed.D	15,500	16,500	17,500

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\* Indicates attainment of additional credits and/or a higher degree and reflects the difference between the previous credit/degree level and the current credit/degree level.

## ARTICLE 20

### DUES CHECK-OFF

A. The Board agrees to deduct dues from the salaries of Council members as said Council members individually and voluntarily authorize the Board to deduct. The authorization shall be deemed irrevocable until the following June 30. It shall be automatically renewable for successive periods of one (1) year unless written notice to the contrary is given to the Board by any member of the Council between June 15 and June 30 of any such year. The Council shall certify to the Board in writing the current rate of its membership dues. Should the Council change the rate of its membership dues, it shall give the Board sixty (60) days written notice prior to the effective date of such change.

B. The Council shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards as furnished by the Council to the Board, or reliance upon the official notification on the letterhead of the Council and signed by the President of the Council, advising of such changed deduction.

C. The Council is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally, without regard to Council membership.

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**ARTICLE 21**  
**TRAVEL REIMBURSEMENT**

Council Members who are required by the Superintendent or his/her designee to attend out of district workshops, meetings, conferences, etc., will be reimbursed for the use of his/her vehicle at a rate per mile as established by State/Federal guidelines as agreed to by both the Council and the Board.

## ARTICLE 22

### ASSISTANCE IN ASSAULT CASES

A. All cases of assault suffered by Council members in connection with their employment shall be reported to the Superintendent.

B. The Superintendent shall inform the assaulted Council member immediately in writing of his or her rights under the law.

C. The Board shall be notified by the Superintendent of an assault on a Council member within twenty-four (24) hours. The Board shall provide assistance as follows:

1. By attempting to obtain from police and other bureaus available relevant information.
2. By providing legal counsel through an attorney if court appearances are required.
3. Reasonable legal fees shall be paid at a rate not to exceed the Board Attorney's rate.

D. Assistance is intended to apply solely to the criminal aspect of any case arising from such assault.

## ARTICLE 23

### DAMAGE OR DESTRUCTION OF PROPERTY

- A. Council members shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the Council member.
- B. The Board will reimburse Council members in an amount not to exceed a total of \$750.00 per incident, with a maximum of \$1,200.00 in any year of the contract year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school, when the Council member has not been negligent and to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss", "damage" and "destruction" shall not cover the effects of normal wear and tear and use.
- C. Satisfactory proof of damage or destruction while in the course of Board related employment must be submitted to the Board.

**ARTICLE 24**

**COUNCIL ORGANIZATIONAL ACTIVITIES**

A. No Council member shall engage in organizational activities during the time he/she is assigned to school except for Council officers who shall be excused by the Superintendent, without loss of pay, for the time spent in mutually scheduled negotiating sessions with the Board.

B. Council representatives shall be allowed time within the system for appropriate activities relating to the administration of this Agreement, without loss of pay, upon the approval of the Superintendent.

**ARTICLE 25**

**CONFORMITY TO LAW**

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provision shall be subject to appropriate consultation and negotiation with the Board.

B. In the event that any one or more provisions of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall continue in full force and effect.

## ARTICLE 26

### NO-STRIKE PLEDGE

The Council of Administrators and Supervisors of the Public Schools of North Bergen and the Board recognize that strikes and other work stoppages by Council members are contrary to law and public policy in the State of New Jersey. The Council and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Council therefore agrees that it will not call, join, participate in and/or abet any strike, work stoppage, or other concerted refusal to perform work by the Council members covered by this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, including legal fees, or both, in the event of a breach of this provision by the Council or its members.



## ARTICLE 27

### GRIEVANCE PROCEDURE

It is the declared objective of the Board and the Council to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

#### A. DEFINITION

1. The term "grievance" shall mean:

(a) A complaint by a Council member covered by this agreement that there has been as to him or her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

(b) A complaint by the Council involving alleged misapplication or misinterpretation of this Agreement.

#### B. ADJUSTMENT OF GRIEVANCES

Grievances shall be presented and adjusted in the following manner:

1. First Level

A Council member shall, within ten (10) calendar days following the act or condition on which his/her complaint is based, discuss the matter with the Superintendent in an effort to resolve the problem informally as promptly as possible. It is understood that, if the complaint is resolved informally, no record of the procedures at this level shall be made or kept without the

written consent of the aggrieved Council member.

## 2. Second Level

If the complaint has not been resolved informally at the first level, within five (5) school days of the initial informal discussion with the Superintendent, the grievant, or the Council on his/her behalf, may file a written grievance with the Superintendent. Within ten (10) school days following receipt of the grievance, a conference shall be called by the Superintendent with the grievant with a view of arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called upon written notice to the grievant and the Council. The grievant, at this level, shall be entitled to representation at the conference by Council Executive Board members, not to exceed two (2) in number, or by a Council member of his/her choice in the North Bergen School System. The Superintendent shall communicate his/her written decision to the grievant and the Council within ten (10) school days after said conference.

## 3. Third Level

If the grievance is not resolved at the second level, the grievant may, within ten (10) school days after receipt of the decision of the Superintendent, appeal in writing to the Board. The Board shall schedule a conference to be held in private following the next regularly scheduled Board meeting, unless said meeting occurs within ten (10) days of the receipt of the appeal, then at the following regular meeting, or at a special meeting called by the Board. In no case shall the conference be scheduled later than twenty (20) school days upon receipt of the grievance by the Board.

All conferences scheduled at the third level shall be upon not less than three (3) days written

notice to the grievant and the Council.

At the conference called by the Board, all present at the second level may attend and be permitted to present views.

If, at the conference the Board will have legal counsel present, the Board shall so inform the grievant and the Council of such intended action and permit the grievant and the Council representation of legal counsel at such conferences.

The Board shall render its decision in writing to the grievant and the Council within twenty (20) days of said conference.

Step Four: Within five (5) calendar days of the Board's decision, the Council may apply to the Public Employment Relations Commission (PERC) for a binding arbitration list. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with application to PERC, the Council will send notice to the employer of its request for arbitration.

- a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the arbitrator shall be binding upon the employer and the grievant.
- c. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Council. Any other expenses, including, but not limited to the presentation of witnesses,

shall be paid by the parties incurring same.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to modify, or detract from any of the provisions of this Agreement or any amendment or supplement thereof.

f. Upon prior notice and the authorization of the Superintendent, the designated Council representative shall be permitted as a member of the Grievance Committee to confer with employees on specific grievances, in accordance with the grievance procedure set forth herein, during work hours of employees.

g. Only one (1) grievance at a time may be heard by an arbitrator.

h. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings; if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulation having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this Agreement,

under Board By-Laws or under applicable State Law, except that he/she may decide in a particular case that the Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion; or

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-Laws, applicable law and rules and regulations having the force and effect of the law.

All decisions of the arbitrator shall be in conformity with the Rules of the State of New Jersey.

#### D. GENERAL PROVISIONS AS TO GRIEVANCE AND ARBITRATION

1. All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Board working hours, all persons participating shall be excused from their regular duties without loss of pay.

2. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

#### E. TIME LIMITS

1. Failure by the Superintendent or the Board at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved Council member and/or Council to proceed to the next level. Failure by the Council member at any level of this procedure to appeal a grievance to the next level within the specified time limit shall be

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deemed acceptance of the decision rendered at that level.

2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

**ARTICLE 28**

**MATTERS NOT COVERED**

A. With respect to matters not covered by this Agreement between the Board and the Council, which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Council.

B. The Board or its designee shall consult with a Council representative designated by the Council, regarding the negotiation of contracts with the units representing other employees, to consider the impact of such contract upon the members of the Council.

**ARTICLE 29**

**TRANSFERS**

A. The Board reserves the right to transfer any Council member in the best interest of the individual or the system. Council members shall be notified in writing of transfers in conference with the Superintendent, at which time the transfer shall be discussed. Council members have the right to meet with the Superintendent to discuss the transfer. Such request should be put in writing to the Superintendent.



**ARTICLE 30**

**FULLY BARGAINED PROVISION**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing only executed by both parties.

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## ARTICLE 31

### REPRESENTATION FEE

A. Representation Fee: Effective upon signing of this Agreement.

If a permanent employee does not become a member of the Council during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Council for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro rated for members of the Council. The representation fee shall be in an amount equal to no more than eight-five percent (85%) of the regular Council membership dues, fees, and assessments as certified to the Board by the Council, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification Prior to September 1st of each year, the Council will submit to the Board a list of those employees who have not become members of the Council for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly transmit the amount so deducted to the Council.

2. Payroll Deduction Schedule: The Board will deduct the representation fee in

equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Board or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Council will be the same as those used for the deduction and transmission of regular monthly membership dues to the Council which shall be deducted on the first pay period of the month.

4. Changes: The Council will notify the Board in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten days after the Board receives said notice.

5. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Council a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Council has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Board will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

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C. Indemnification

The Council agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Council timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Council so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Council in gathering evidence, securing witnesses and in all other aspects of said defense.

**ARTICLE 32**

**DURATION**

A. This Agreement shall be in full force and effect as of the 1<sup>st</sup> day of July, 2009 and shall remain in effect to and including June 30, 2012 with the right to reopen if another district bargaining unit obtains better terms. This Agreement shall continue in full force and effective from year to year thereafter. One party or the other shall give notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement regarding intent to negotiate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the North Bergen Board of Education as of the First day of July 2009.

NORTH BERGEN BOARD OF EDUCATION

By: \_\_\_\_\_

NORTH BERGEN COUNCIL OF  
ADMINISTRATORS AND SUPERVISORS

By: \_\_\_\_\_

ROBERT KORNBERG